

Filed: USBC - Southern District of New York  
SIPC v. Lehman Brothers Inc.  
08-01420 (JMP)



Bankruptcy Claim #

000003670

**RECEIVED**

FEB 23 2009

LEGAL SERVICES

B 10 (Official Form 10) (12/07)

<b>UNITED STATES BANKRUPTCY COURT</b> Southern District of New York		<b>PROOF OF CLAIM</b>
Name of Debtor: <b>Lehman Brothers, Inc.</b>		Case Number: <b>08-01420 (JMP) SIPA</b>
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property):  Name and address where notices should be sent: <div style="text-align: center;">                     1000933812 LBI 12/1/2008 *78000888502*                      EFETNET BV                      KEIZERSGRACHT 62-64                      AMSTERDAM                      NETHERLANDS                 </div> Telephone number:		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number: _____ (If known)  Filed on: _____
Name and address where payment should be sent (if different from above):  Telephone number:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: <u>\$49,155.00</u>  If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.  If all or part of your claim is entitled to priority, complete item 5.  <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.  Specify the priority of the claim.  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).  <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4).  <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).  <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7).  <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).  <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)( ).  Amount entitled to priority: \$ _____
2. Basis for Claim: <u>purchase agreement and invoice</u> (See instruction #2 on reverse side.) 3. Last four digits of any number by which creditor identifies debtor: _____  3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.  Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe:  Value of Property: \$ _____ Annual Interest Rate: % _____  Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____  Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.  7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.)  DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.  If the documents are not available, please explain:		*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
Date: _____  Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.		<b>FOR COURT USE ONLY</b>



B 10 (Official Form 10) (12/07) - Cont.

### INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

#### Items to be completed in Proof of Claim form

##### Court, Name of Debtor, and Case Number:

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

##### Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

##### 1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

##### 2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.

##### 3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

##### 3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

##### 4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien

documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

##### 5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

##### 6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

##### 7. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). Do not send original documents, as attachments may be destroyed after scanning.

##### Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

### DEFINITIONS

#### Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

#### Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

#### Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

#### Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

#### Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

#### Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

#### Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

#### Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

#### Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

### INFORMATION

#### Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system ([www.pacer.psc.uscourts.gov](http://www.pacer.psc.uscourts.gov)) for a small fee to view your filed proof of claim.

#### Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.



EFETnet Accession Agreement v3.2 30<sup>th</sup> June Final

### **EFETnet® Accession Agreement**

EFETnet B.V., 34197646, registered office at Keizersgracht 62-64, 1015 CS Amsterdam, The Netherlands, represented by its managing director Hugh Brunswick

-- EFETnet --

Lehman Brothers Commodity Services Inc, Registered: 2711 Centreville Road, Suite 400, Wilmington Delaware 19808, USA

-- Licensed User --

Each of the above hereinafter referred to as a "party" and, collectively, the "parties".

#### **WHEREAS:**

- (A) EFETnet is a company that was founded by the European Federation of Energy Traders, a group of more than 70 energy trading companies, for the purpose of facilitating the energy trading process between and among its members and with other organisations active in the energy trading business.
- (B) The EFETnet Software is a software application for electronic process automation and communication in the energy trading industry and as defined in 'EFETnet Software', Schedule 6 to the General Terms and Conditions (GTC). EFETnet has published the GTC on [www.efetnet.org](http://www.efetnet.org).
- (C) EFETnet has invested in the development of the EFETnet Software by a third party supplier, Ponton Consulting GmbH (Ponton), and continues to invest in the provision of maintenance and other ancillary services by Ponton or by other software and service suppliers that may be selected at EFETnet's sole discretion from time to time.
- (D) EFETnet owns the exclusive license for the EFET Box+ and a license for the Ponton X Suite.
- (E) Licensed User wishes to sublicense and use the EFETnet Software for electronic process automation and communication in energy trading and EFETnet wishes to make available and sublicense to Licensed User the EFETnet Software subject to the terms set out in this Agreement and the GTC.
- (F) The electronic process automation and communication shall take place between Licensed User and other Licensed Users of the EFETnet Software or third parties using software compatible with the EFETnet Software on the basis of bilateral agreements to be concluded between them. These bilateral agreements are not the subject of this Agreement.

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and/or ☐ Electronic Settlement Matching\_ (Future Module)

and/or ☐ \_\_\_\_\_ (Future Module)

and/or ☐ \_\_\_\_\_ (Future Module)

"SE" versions of EFET Box+ Module(s) utilise a separate specific transaction based pricing model as defined in the prevailing Schedule 1 (Fee Schedule) available on [www.efetnet.org](http://www.efetnet.org). "SE" versions of EFET Box+ Module(s) may be made available from time to time at the sole discretion of EFETnet and where available are intended for use by Licensed Users with smaller monthly transaction volumes for the relevant EFET Standard process(es).

2.3 Only Licensed User, its employees and the following affiliated companies and their employees are entitled to use the EFETnet Software

(a) Lehman Brothers Commodity Services Inc \_\_\_\_\_

(b) Lehman Brothers Special Financing Inc \_\_\_\_\_

(c) Lehman Brothers Commercial Corporation

(d) \_\_\_\_\_

2.4 EFETnet shall, through its supplier Ponton, provide the Maintenance Services to Licensed User and the affiliated companies for the EFETnet Software during the term of this Agreement.

2.5 EFETnet shall, through its supplier, provide the Certification Services to Licensed User and the affiliated companies for the EFETnet Software during the term of this Agreement conditional on payment of the certification fees as provided in Schedule 1 (Fee Schedule).

### 3. FEES

3.1 Licensed User shall pay to EFETnet the Initial Fees on signature of the Agreement and the first Monthly Fee upon Go Live, or in the 4th month following signature of the Agreement. Subsequent Monthly Fees are calculated using the fees specified in the prevailing Schedule 1 (Fee Schedule) available on [www.efetnet.org](http://www.efetnet.org), for the relevant Licensed User Role and selected processes under the Agreement. The payment is due fourteen (14) days after the date of the monthly invoice to be issued by EFETnet.

Should the money not have arrived by the due date, EFETnet is entitled to send out reminders providing for late payment charges. Late payment charges shall be EUR 100 for the first reminder and EUR 500 for the second reminder. The first reminder shall be sent any time after expiry of the due date. The second reminder shall be sent out at the earliest four weeks after the date where payment was due.

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3.2 All invoiced fees are excluding VAT and other taxes (if any), which will be added if and insofar as the law requires.

3.3 All payments (all contractual fees including Initial Fees and the Monthly Fees as provided in the Fee Schedule for the relevant Licensed User Role and selected processes) due under this Agreement shall be transferred without deduction to the following bank account of EFETnet:

Account Number: 40 42 06 220  
Bank Details: ABN/AMRO Bank, Amstelveen  
Swift Code: ABNANL 2A  
IBAN: NL18ABNA0404206220

3.4 Upon joining, Licensed User shall make an escrow payment in the amount of in the Fee Schedule which shall be due and payable upon signature of the Agreement and without deduction to the following dedicated escrow account (separate savings account) of EFETnet:

Account Number: 41 40 13 581  
Bank Details: ABN/AMRO Bank  
IBAN: NL19ABNA0414013581

EFETnet is entitled to withdraw any amounts from the escrow account of the respective Licensed User for each month in which this Licensed User has not paid its monthly fee, or other payments at the due date of such payment. The escrow payment shall not bear any interest.

Should Licensed User resume payment, Licensed User shall within ten (10) Business Days refund to EFETnet any amounts withdrawn from the escrow account in order to top up the escrow account to its nominal value.

Should Licensed User not resume payment and in case of termination, EFETnet is entitled to withdraw those escrow funds paid by this Licensed User to fund any outstanding payments of Licensed User. EFETnet will use the escrow amount of the respective Licensed User only to settle any outstanding monies due, and promptly release any remaining funds to the exiting Licensed User.

3.5 Licensed User undertakes to pay the certification fees as published in Schedule 1 (Fee Schedule).

3.6 Licensed User shall notify to EFETnet prior to paying the invoiced Fees that an invoice is in dispute due to the malfunction of the EFETnet Software, improper provision of the maintenance service or any other delayed or improper provision of services by Ponton or any other supplier to EFETnet. Notwithstanding such right to objection, Licensed User shall pay the disputed fees to EFETnet. EFETnet will ensure that the disputed fees are not released to Ponton or any other supplier to EFETnet without prior written notice by Licensed User to EFETnet. EFETnet is entitled to provide the name of the Licensed User jointly with the reasoning for the withholding of the payment to Ponton or any other supplier to EFETnet.



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- (G) By purchasing a sublicense of the EFETnet Software (including the provision of certain maintenance services relating thereto) Licensed User shall be given the opportunity to participate in the newly developed electronic process automation and communication software in consideration for payment of the stipulated fees.
- (H) Licensed User accepts the obligation to follow the certification process as provided by Schedule 7 (Certification Requirements) as published on [www.efetnet.org](http://www.efetnet.org).

**IT IS AGREED AS FOLLOWS:**

**1. FULL AND ENTIRE AGREEMENT**

The full and entire agreement between the parties consists of:

- I. this Accession Agreement including all Schedules as published on [www.efetnet.org](http://www.efetnet.org) and
- II. General Terms and Conditions (GTC) as published on [www.efetnet.org](http://www.efetnet.org).

**2. LICENSE**

- 2.1 EFETnet shall make the EFETnet Software available to the Licensed User and herewith grants to Licensed User a non-perpetual, non-exclusive, non-transferable sublicense to use the EFETnet Software for the term of this Agreement.

- 2.2 The sublicense shall be restricted to the use of the EFETnet Software for exchanging energy trade data compliant to the EFET Standards for process automation and communication and/or and other as specifically permitted by EFETnet and stated as such on [www.efetnet.org](http://www.efetnet.org) with other licensed users of the EFETnet Software or those users of other software suppliers which are certified compliant with the EFETnet Standard and for use:

- (a) at the following Licensed User Site(s) of Licensed User:

Lehman Brothers Commodity Services (Europe), Canary Wharf, London ...

- (b) In the Licensed User Role of:

either ☒ Trader

or ☐ Broker

- (c) for the automation of the following EFET Standard selected processes:

☒ Electronic Confirmation Matching (eCM)

or ☐ Electronic Confirmation Matching SE (eCM<sup>SE</sup>)

and/or ☐ Electronic Position Matching (ePM)

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- 3.7 For each process selected in Clause 2.2 (c) the Licensed User shall pay the fees according to the Fee Schedule.
- 3.8 The Entrance Fee as defined in the Fee Schedule is structured in relation to the risk assumed by Licensed User by applying following principle:
- 1) Category 1: Licensed Users in this category assume most risk as they become signatories to this Agreement in advance of the delivery of new EFETnet Software Module (s);
  - 2) Category 2: Licensed Users in this category assume a medium level of risk as they become signatories to this Agreement once the new EFETnet Software Module is available but in advance of an established community of users;
  - 3) Category 3: Licensed Users in this category assume the lowest risk as they join an established and functioning community.
- 3.9 All fees will be automatically adjusted by the percentage of the increase/decrease of the official consumer price index (Verbraucherpreisindex) as published by the German Federal Office of Statistics (Statistisches Bundesamt) applicable for the year before such adjustment takes place. (Example: *The indexed increase for consumer prices in Germany the year 2007 is 2 percentage points. The fees from 1 January 2009 onwards are increased by 2%.*)

#### 4. NOTICES AND DELIVERY ADDRESS

- 4.1 Unless otherwise notified by the relevant party in writing, all notices between the parties will be sent to the addresses set forth in the header of this Agreement.
- 4.2 If and insofar telefax copies or e-mails are permitted by this Agreement, the following numbers / e-mail addresses shall be used for contractual communications:

EFETnet telefax no.: 0031 - 20 - 520 75 10

EFETnet e-mail: [management@efetnet.org](mailto:management@efetnet.org) with copy to  
[h.brunswick@efetnet.org](mailto:h.brunswick@efetnet.org)

Licensed User telefax no.: 44 207 067 8503

Licensed User e-mail: [mickie.davenport@lehman.com](mailto:mickie.davenport@lehman.com)

Ponton telefax no.: +49 40 69213-355

Ponton e-mail: [EFETnet-helpdesk@ponton-consulting.de](mailto:EFETnet-helpdesk@ponton-consulting.de)

- 4.3 The EFETnet® Software will be delivered by sending an e-mail with a customised hyperlink to Licensed User. For this purpose, Licensed User must provide an e-mail address, of which the second level domain name is legally owned by Licensed User (e.g. [name@companyname.com](mailto:name@companyname.com)).

Delivery E-mail Address (if different from Licensed User e-mail address):

*Original*  
Delivery *Estian*

EFETnet® General Terms and



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**5. TERM AND TERMINATION**

- 5.1 This Agreement has an Initial Term which shall expire on December 31<sup>st</sup>, 2012.
- 5.2 Either party is entitled to terminate this Agreement by giving at least three months' prior written notice to the expiry of the calendar year.
- 5.3 If neither party terminates in accordance with Clause 5.2, this Agreement shall automatically renew for an indefinite term, during which either party shall be entitled to terminate this Agreement with three months' prior written notice.
- 5.4 This Agreement terminates automatically at the date EFETnet (i) loses its right to license the EFETnet Software or (ii) if the Maintenance and Support Services Agreement between EFETnet and Ponton is terminated or (iii) if insolvency proceedings are commenced over the assets of EFETnet or the Licensed User.

**6. TERMINATION FOR GOOD CAUSE**

- 6.1 Either party's right to terminate this Agreement for good cause ("*wichtiger Grund*") in the event of a material breach shall remain unaffected.
- 6.2 In particular, EFETnet shall be entitled to terminate this Agreement with immediate effect for good cause if:
  - (a) Licensed User has not paid the Initial Fee within two weeks of the receipt of a written notice from EFETnet specifying that it is in default of its payment obligations;
  - (b) Licensed User has not paid two Monthly Fees (or portions of Monthly Fees or any other fees amounting in aggregate to two Monthly Fees); or
  - (c) Licensed User violates any sublicense restrictions and does not cure such violation within one week of the receipt of a written warning from EFETnet specifying the violation.
  - (e) Licensed User has not fulfilled the Certification Requirements as provided in Schedule 5 (System Requirements).

Drawings from the escrow account by EFETnet do not constitute payments in the meaning of Clause 6.2(a) to.

- 6.3 In particular, Licensed User shall be entitled to terminate this Agreement with immediate effect for good cause if, despite two written warnings, EFETnet is in default with its obligations under Clauses 5.1 and 8.6 of General Terms and Conditions.
- 6.4 Either party shall be entitled to terminate this Agreement with immediate effect for good cause if insolvency proceedings are issued by the Court against the other party (*Eröffnungsbeschluss*) or such proceedings are rejected due to the lack of assets (*Ablehnung mangels Masse*) or such party files itself a petition for insolvency (*eigener Insolvenzantrag*), respectively the equivalent actions occur under Dutch insolvency law.

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- 6.5 Termination in accordance with this Clause 6 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party and all provisions which are to survive this Agreement or impliedly do so shall remain in force and effect.

**7. INCLUSION OF GENERAL TERMS AND CONDITIONS**

- 7.1 All further terms of the agreement between the parties are set out in the EFETnet® General Terms and Conditions (GTC) as published on [www.efetnet.org](http://www.efetnet.org) which forms an integral part of this Accession Agreement. In case of any potential contradiction with the GTC, this Accession Agreement shall prevail over the GTC.
- 7.2 Should Licensed User have any general terms and conditions of business, these shall not apply. This Accession Agreement (including EFETnet® General Terms and Conditions as published) contains the entire agreement between the parties relating to the sublicensing of the EFETnet Software and the provision of Maintenance Services.
- 7.3 EFETnet reserves the right to change the EFETnet® General Terms and Conditions as published on [www.efetnet.org](http://www.efetnet.org) from time to time. EFETnet will notify Licensed User prior to implementing such changes and request Licensed User's consent thereto (the Change Notice).
- 7.4 The consent shall be deemed to be given if Licensed User does not object to the new General Terms and Conditions within two weeks after having received the Change Notice. Upon Licensed User's expressed or deemed consent the new EFETnet® General Terms and Conditions as published on [www.efetnet.org](http://www.efetnet.org) shall become effective with immediate effect.
- 7.5 If Licensed User unreasonably objects to the Change Notice, EFETnet shall be entitled to terminate this Agreement at any time with two months' written notice from date of receipt of such objection, provided however, that during such notice period the parties shall attempt to negotiate in good faith an amicable solution.

**8. GENERAL**

- 8.1 In the event that any provision of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable or should such provision be impracticable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement. In such a case, this Agreement shall be construed in a legally permissible way which reasonably effectuates the economic purposes and the interests of the parties.
- 8.2 This Agreement shall be governed and construed in all respects by the laws of the Federal Republic of Germany, without regard to conflict of laws provisions and excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- 8.3 The courts of Hamburg, Germany shall have exclusive jurisdiction on any dispute.

This Accession Agreement and the General Terms and Conditions are effective in the same way for all signatories of this Agreement.



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Place  
Date

Signature (s)

*Michael Gold*

EFETnet  
Name: (H. Brunswick)  
Function: Managing Director

*H. Brunswick*  
31/07/08

Licensed User  
Name (s):  
Function:



Lehman Brothers Commodity Services Inc.  
Attn.: Michele Gold  
2711 Centreville Road, Suite 400  
Wilmington, Delaware 19808  
United States

EFETnet B.V.  
Keizersgracht 62-64  
1015 CS Amsterdam  
The Netherlands

Phone: 0031(0)20 - 301 13 98  
Fax: 0031(0)20 - 520 75 10

[www.efetnet.org](http://www.efetnet.org)  
[info@efetnet.org](mailto:info@efetnet.org)

Date: August 6, 2008  
Your VAT number:

**INVOICE no. 2008.227**

Entrance fee eCM module. Ref: Schedule 1 to the EFETnet GTC 2007	€	15,255.00
Roll-out & certification fee. Ref: Schedule 1 to the EFETnet GTC 2008	€	8,645.00
EFETbox+ Ref: Schedule 1 to the EFETnet GTC 2008	€	15,255.00
Invoice amount: €		39,155.00
0.00 % VAT: €		0.00
TOTAL: €		39,155.00

Please settle the amount within 14 days after the date of this invoice, all costs for transfer on the transferor. Our account number for this transfer is 40.42.06.220

Bank details: ABN/AMRO Bank, Amstelveen  
Swift code: ABNANL 2A  
IBAN number: NL18ABNA0404206220  
VAT Number: NL 812 828 732 B01

Reverse Charge 196 and Article 44 of Directive 2006/112/EC (amended by Directive 8/2008/EC)





Lehman Brothers Commodity Services Inc.  
Attn.: Michele Gold  
2711 Centreville Road, Suite 400  
Wilmington, Delaware 19808  
United States

EFETnet B.V.

Keizersgracht 62-64  
1015 CS Amsterdam  
The Netherlands

Phone: 0031(0)20 - 301 13 98  
Fax: 0031(0)20 - 520 75 10

[www.efetnet.org](http://www.efetnet.org)  
[info@efetnet.org](mailto:info@efetnet.org)

Date: August 6, 2008  
Your VAT number:

**INVOICE no. 2008.228**

Escrow deposit, Ref: Schedule 1 to the EFETnet GTC 2008	€	10,000.00
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Invoice amount: €	10,000.00
0.00 % VAT: €	0.00
<b>TOTAL: €</b>	<b>10,000.00</b>

Please settle the amount within 14 days after the date of this invoice, all costs for transfer on the transferor. Our account number for this transfer is 40.42.06.220

Bank details: ABN/AMRO Bank, Amstelveen  
Swift code: ABNANL 2A  
IBAN number: NL18ABNA0404206220  
VAT Number: NL 812 828 732 B01

Reverse Charge 196 and Article 44 of Directive 2006/112/EC (amended by Directive 8/2008/EC)